REMARKS

In the Final Office Action[1], the Examiner:

rejected claims 1-4, 7, 18, 19, 23-29, 37-43, 45, and 53 under
35 U.S.C. § 102(e) as anticipated by U.S. Publication No. 2003/0126048
to Hollar et al ("Hollar");

rejected claims 5, 6, 11-13, 10-22, 29, 30, 32-34, 44 and 48-50 under
35 U.S.C. § 103(a) as unpatentable over Hollar in view of U.S. Publication
No. 2001/0029475 to Boicourt et al. ("Boicourt");

rejected claims 8-10, 14, 31, 46 and 47 under 35 U.S.C. § 103(a) as
unpatentable over Hollar in view of U.S. Publication No. 2001/0034628 to
Eder ("Eder");

rejected claims 15, 35, and 51 under 35 U.S.C. § 103(a) as unpatentable
over Hollar in view of "HBJ Financial Accounting" by Kochanek
("Kochanek");

rejected claims 16, 36, and 52 under 35 U.S.C. § 103(a) as unpatentable
over Hollar in view of U.S. Patent No. 5,621,201 to Langhans et al.
("Langhans"); and

rejected claim 17 under 35 U.S.C. § 103(a) as unpatentable over Hollar in
view of U.S. Publication No. 2002/0091597 to Teng ("Teng").

Claims 1-13 and 15-53 remain pending.

Applicant respectfully traverses the rejection of claims 1-4, 7, 18, 19, 23-29, 37-

43, 45, and 53 under 35 U.S.C. § 102(e) as anticipated by Hollar.

To properly anticipate the claims, the Examiner must demonstrate the presence

of each and every element of the claim in issue, either expressly described or under

principles of inherency, in a single prior art reference. Furthermore, "[t]he identical

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[1] The Office Action may contain a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

invention must be shown in as complete detail as is contained in the . . . claim." *See* M.P.E.P. § 2131, *quoting Richardson v. Suzuki Motor Co.*, 868 F.2d 1126, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989). Finally, "[t]he elements must be arranged as required by the claim." M.P.E.P. § 2131.

Independent claim 1 recites, among other elements, "a distributing module receiving a total amount and a calculation rule representation from the application <u>to calculate a partial amount representation</u>" (emphasis added). <u>Hollar</u> does not disclose, or even suggest, at least this element of claim 1.

In the "Response to Arguments" section of the Final Office Action, the Final Office Action alleges that "Paragraph 72 and 173 [of <u>Hollar</u>] teaches calculating partial amount presentation because without calculating partial amount presentation of individual assets, the total asset's billing schedule can not be **consolidated**. Furthermore, [p]enalty and/or unpaid charges in paragraph 208 teaches partial amount of total amount **because penalty and/or unpaid charges are directly related to the total amount of the billing schedule and contract information**" (emphasis added). Final Office Action p. 16-17. But, these allegations are incorrect.

Contrary to the assertions made in the Final Office action, there is no disclosure or suggestion of "consolidat[ing]" a penalty to be paid in <u>Hollar</u> with the "billing schedule." The Final Office Action merely assumes that a total amount in <u>Hollar</u> must be calculated and must be the addition of a penalty fee and a regular monthly bill even though <u>Hollar</u> does not disclose or suggest creating a "total amount" in such a fashion. To make a rejection of claim 1 under 35 U.S.C. § 102(e), however, the Final Office Action must show either explicitly or inherently that <u>Hollar</u> discloses adding a penalty fee

and the regular bill to create a "total amount." The Final Office Action cannot meet its burden because Hollar does not disclose the "consolidat[ing]" step assumed by the Final Office Action. Assumption is insufficient.

For example, Hollar discloses "[a] billing schedule 119 contains information relating to a series of charges. A billing schedule 119 is distinct from both a[n] asset 108 and a lease, 110." Hollar Paragraph [0075]. Hollar continues stating "unpaid or late charges are then applied against the penalty matrix at 216.90 to determine the penalty amount at 216.92." Hollar Paragraph [0208]. Notice that Hollar specifically states a specific "penalty amount" which is only the amount of the penalty. Hollar does not disclose that the "penalty amount" has anything to do with the rent due on a "billing schedule" or that the "penalty amount" is part of a "total amount." Hollar does not disclose or even suggest creating a "total amount" comprising the addition of the rent due on a "billing schedule" or the fee "penalty amount." Claim 1 is allowable for at least this reason.

Should the Examiner disagree with this reason, Applicant requests that the Examiner explicitly cite the paragraph and line number where Hollar expressly discloses actual combination of the "penalty amount" with the "billing schedule" to create a "total amount." Should the Examiner allege the combination of the "penalty amount" and the "billing schedule" is inherent, Applicant requests that the Examiner explain why the "penalty amount" must necessarily be combined with the "billing schedule." Applicant submits that it is not inherent that the "penalty amount" be combined with the "billing schedule" in Hollar because a lessee may choose to treat a "penalty amount" differently from a monthly bill amount that is paid on a "billing schedule." It is not necessary that a

"penalty amount" and a "billing schedule" be combined as the Final Office Action asserts. Accordingly, it is not inherent from Hollar that the disclosed "penalty amount" and the "billing schedule" be combined as asserted.

Notwithstanding the above, claim 1 further recites a "posting module receiving the partial amount representation to provide a modifying instruction to a first table and to a second table in a database." Hollar also does not disclose or even suggest this element of claim 1.

The Final Office Action alleges that this element of claim 1 is disclosed at "paragraph[s] 75, 95[,] and 200; via report is provided for ledger and journal entries." Final Office Action p. 3. But, this is not correct.

Even assuming that Hollar discloses the claimed "total amount," "calculation rule representation," and "calculat[ing] a partial amount representation," which Applicant does not concede, the Final Office Action does not show that the "partial amount representation" which is calculated by the "distributing module" is the same "partial amount representation" disclosed in Hollar's alleged "posting module." For example, the Final Office Action suggests that both the "billing schedule" and the "penalty amount" each comprise part of "total amount." As outlined above, Hollar does not disclose or suggest this "total amount" but, even if Hollar did disclose the "total amount," there is no disclosure or suggestion that either the "billing schedule" or the "penalty amount" is used to provide a "modifying instruction to a first table and to a second table in a database."

Hollar discloses "[t]he next step in the process is to generate a return earning stream, an indirect cost ('IDC') amortization stream, and tax and book depreciation

streams at 214.10. In the preferred embodiment of the invention, step 214.10 is performed by an interfacing third-party loan lease calculator as described above. All of the resulting data from step 214.10 is stored by the accounting engine at 214.12 on a database described below." Hollar paragraph [0199]-[0200].

In contrast to the assertions of the Final Office Action, however, the "resulting data from step 214.10" which is "stored by the accounting engine" in a database is not the "billing schedule" or the "penalty amount." Nothing in Hollar explicitly discloses or suggests that the "billing schedule" or the "penalty amount," that the Final Office Action interprets as a "partial amount representation," provides "a modifying instruction to a first table and to a second table in a database." On the contrary, it is the "interfacing third-party loan lease calculator" disclosed by Hollar that stores the "resulting data from step 214.10" in a database. Since the "interfacing third-party calculator" is not the claimed "partial amount representation, Hollar does not anticipate claim 1. Accordingly, claim 1 is allowable.

It should also be noted that the Final Office Action appears to have inadvertently failed to address the claimed "first and second table" recited in claim 1. Nothing in Hollar discloses or suggests a "first table" and "second table in a database," nor does the Final Office Action allege the existence of a "first table" and a "second table" in a database. Claim 1 is not anticipated by Hollar and is allowable for this additional reason.

For at least the above reasons, independent claim 1 is not anticipated or even suggested by Hollar. Timely allowance of claim 1 is therefore requested. Claims 2-4, 7, 18, 19, and 23-24 are allowable for at least the reason that they depend from allowable

claim 1. Independent claims 25, 39, and 40, although of a different scope, include recitations similar to those discussed above in relation to independent claim 1 and are not anticipated or even suggested by Hollar for reasons similar to those discussed above with respect to claim 1. Claims 25-29, 37-43, 45, and 53 are allowable for at least the reason that they depend from allowable independent claims 25 and 40. Therefore, the Examiner should withdraw the rejection of claims 1-4, 7, 18, 19, 23-29, 37-43, 45, and 53 under 35 U.S.C. § 102(e) and allow these claims.

Applicant respectfully traverses the rejection of remaining dependent claims 5, 6, 8-13, 15-22, 29-36, 44, and 46-52 under 35 U.S.C. § 103(a) as unpatentable over Hollar in view of one or more of Boicourt, Eder, Kochanek, Langhans, and Teng.

None of Boicourt, Eder, Kochanek, Langhans, and Teng remedy the deficiencies of the independent claims as discussed above. Inasmuch as claims 5-6, 8-13, 15-22, 29-36, 44, and 46-52 all depend from one of the above-discussed independent claims 1, 25, and 40, these dependent claims are allowable for at least the same reasons as the independent claims. Thus the rejections of these dependent claims under 35 U.S.C. § 103(a) should be withdrawn and these claims should be allowed.

CONCLUSION

Applicant respectfully requests that the Examiner consider this response under 37 C.F.R. § 1.116, establishing that the pending claims are in condition for allowance.

In view of the foregoing, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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